Partnership Agreement

between

General Capital Group Beteiligungsberatung GmbH, Maximilianstr. 11, 80539 Munich, Germany;

represented by its Managing Director Herbert Pachner

– hereinafter referred to as **"GCG"** –

and Ehud Barak, 32 Hashoftim St., 6473301 Tel Aviv, Israel

– together hereinafter referred to as **"Partner" –**

Preamble

GCG projects can be either the initiation of funds or investment companies acquiring entire portfolios, or single projects for financing selected shareholdings in listed target companies or venture capital activities.

Due to his professional career and background, the Partner has experience concerning GCG's business activities.

§ 1 Scope of Partnership

The Partner supports GCG's business activities with regard to certain projects which are defined in the Appendix ("Project List") of this Agreement (a project is defined as a combination of a target company and a fundraising source that finances the investment): e.g. a listed blue chip company financed by sources to which the Partner has access. Other joint projects may follow, however, it has to be mutually agreed upon to include them in the Project List and they have to be confirmed by signing by GCG and the Partner.

To the best of his knowledge, the Partner provides GCG with his expertise and skills for the projects included in the Project List, within the limits of his availability.

§ 2 Profit Sharing

GCG usually receives a performance-related compensation (so-called "Closing Fee" and/or "Management Fee" and "Carried Interest", together "Carry") depending on the profit of the respective project. The Carry is individually negotiated with each investor who is associated with the project.

A specific labour time commitment of the Partner is not part of this contract, rather the availability in case of arising questions, access to contacts or opinion building concerning the projects, as well as possible own initiatives of the Partner concerning project ideas.

The Partner will participate in the entrepreneurial success of GCG as follows:

With regard to the compensation (Carry) that GCG receives from the projects listed in the Project List, the Partner receives a co-entrepreneurial share of 5% (five percent) of GCG's income (Carry) before cost in relation to the share of financing of the total project that has been arranged by the Partner. Among other reasons, the profit participation is at such a high level, since the Partner is actively involved in the complex, project-specific fundraising process and he is supposed to support the project entrepreneurially at a later stage (a salary, plane, etc. from the funded SPV). In addition, the Partner covers all his expenses related to the fundraising activities in this contract to the full extend by himself.

GCG will try to implement the Partner's entrepreneurial profit participation via a project company (NewCo) that may be established in consensus with the investors. In this case, the When established the Partner receives his compensation directly from the NewCo/SPV holding

the target corporation(s) and no longer from GCG. The Partner's claim vis-à-vis GCG is then no longer valid or reduced proportionally, respectively.

For the avoidance of doubt: The entitlement of the Partner to profit participation as provided for in this §2 only accrues if, based on the active contact of the Partner, a) there is a written commitment or financing from the project's investors concerning a target which has been included in the Project List, b) the (fundraising) projects defined in the Project List are finally executed, c) and GCG receives Fees, Carry or other income for the project.

§ 3 Confidentiality

The Partner undertakes to maintain strictest confidentiality, also beyond the termination of this Agreement, concerning all business related or operationally confidential matters that became known or will become known to him in the context of his work with GCG (of course also vis-à-vis his former clients in the industry).

Concerning the business and operational documents that have been transferred to the Partner and regardless of their form or medium (electronic data etc.), the Partner will carefully preserve them, protect them from access by third parties and fully return them to GCG on its demand beyond the end of this contract. Electronic data have to be destroyed. The Partner and GCG will also maintain strictest confidentiality about the completion of this contract.

The Partner assures that the relevant statutory regulations are known to him. The Partner maintains to keep himself information about the development of these regulations and to seek advice if in doubt. Insofar as the Partner is obligated under applicable law to make declarations vis-à-vis authorities in connection with his tasks specified in this contract, he will do this immediately in response to GCG's request.

§ 4 Non-Competition Clause

The Partner is free to take further consulting activities or other actions except for the respective projects agreed upon. The Partner obligates himself to inform GCG immediately in all cases of potential conflicts of interest that cannot be influenced by him. GCG is informed about the general situation and areas of activity of the Partner. Concerning ongoing projects, the Partner is not entitled to pursue other overlapping activities for his advantage. Existing projects and mandates of the Partner are completely excluded from this contract. Only the specific project agreed upon has to be pursued exclusively with GCG.

§ 5 Term of Contract

This Agreement becomes effective upon signing and expires on June 30st, 2013. Rights of profit participation as set out in § 2 concerning project NewCos of projects that are included in the Project List are not affected by a termination.

§ 6 Final Provisions

The Partner is entitled to transfer his rights and obligations under this contract to a company of which he owns a share of at least 75%.

Amendments or additions to this contract must be submitted in written form. This Agreement supersedes any other Agreements.

Should any provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and extent. The aforesaid shall apply mutatis mutandis to any gap in this Agreement.

7 Jurisdiction and Governing Law

This Agreement is governed by the laws of the Federal Republic of Germany. The courts of Munich, Germany have exclusive jurisdiction to settle any dispute in connection with this Agreement.

Munich, …… 2013

Tel Aviv, …… 2013

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General Capital Group
Beteiligungsberatung GmbH

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Partner

APPENDIX

Project List, dated: 28th January 2013

The basic claim of the Partner is based on two conditions that have to be met: a) Funds for investment have to stem from one of the investors mentioned in the exclusive list below of the Partner (and the Partner's claim only refers the share of the total equity investment that is provided by these investors) and b) funds have to be invested in the target companies mutually agreed beforehand by the Partners.

This list can be extended by mutual agreement between the parties in written form (also via email).

Investors are approached in close coordination between the Parties. The Partner will coordinate his approach towards investors with GCG in order to avoid overlaps.

Projects

Acquisition of single largest shareholder positions of listed DAX companies which are funded by sources of the Partner from the sources:

- Investor 1 ……
- Investor 2 ……
- Investor 3 ……

In case of doubt, a generous interpretation will be applied.

Munich, …… 2013

Tel Aviv, …… 2013

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General Capital Group
Beteiligungsberatung GmbH

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Partner